



UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Aleisha C. Jennings (049302015)

In Re:

**Barry W. Herbert,
Debtor,
JoAnn Herbert,
Joint Debtor.**

Order Filed on May 27, 2022
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Case No.: 20-15802-CMG

Chapter: 13

Hearing Date: May 18, 2022

Judge: Christine M. Gravelle

**ORDER RESOLVING SECURED CREDITOR'S MOTION FOR RELIEF FROM THE
AUTOMATIC STAY**

The relief set forth on the following pages, numbered two (2) through three (3), is hereby
ORDERED.

DATED: May 27, 2022

A handwritten signature in black ink, appearing to read "Christine M. Gravelle".

Honorable Christine M. Gravelle
United States Bankruptcy Judge

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THIS MATTER having come before the Court on the Motion for Relief from the Automatic Stay of NewRez LLC d/b/a Shellpoint Mortgage Servicing, (“Secured Creditor”) by and through its counsel, Robertson, Anschutz, Schneid, Crane & Partners, PLLC, as to the real property commonly known as 10 Cartlidge Ave, Trenton, NJ 08610 (the “Subject Property”), and Kevin C. Fayette, representing Barry W. Herbert and JoAnn Herbert (“Debtor”), and for good cause it is **ORDERED** that Secured Creditor’s Motion for Relief from the Automatic Stay is resolved, subject to the following conditions:

1. Secured Creditor shall retain its first mortgage lien on the Property and none of its rights are being modified.
2. The Debtor is in default of post-petition payments owed to Secured Creditor. As of May 10, 2022 the Debtor is overdue for 22 payments from August 1, 2020 through May 1, 2022 at \$1,169.06 per month. The total post-petition arrearages are \$25,719.32.
3. The Debtor has recently been approved for a Streamlined Modification (“Modification”) with Secured Creditor and is currently in the Trial Period Plan. Debtor shall make payments to Secured Creditor subject to the terms and conditions outlined in the Trial Period Plan. In the event the Debtor successfully makes all payments under the Trial Period Plan, and is offered/accepts a final Modification at the end of the three-month Trial Period Plan, Debtor shall file a Motion to Approve Loan Modification within 30 days of acceptance of any final modification agreement offered to Debtor.
4. Secured Creditor will not demand the remaining post-petition arrearages pending completion of the Trial Period Plan. However, if Secured Creditor denies a final Modification or if Debtor declines to accept a final Modification offered, Debtor shall modify the Chapter 13 Plan to either surrender the Property or to cure the full amount of arrears due to Secured Creditor within twenty (20) days of said decision.
5. In consideration of the aforementioned, Secured Creditor’s Motion for Relief can be marked as resolved.
6. The Secured Creditor is awarded fees of \$350.00 and costs of \$176.00. The fees and costs are payable through the Chapter 13 plan.
7. Secured Creditor does not waive it’s right to collect the full contractual post-petition amount due including, but not limited to, the arrears identified above in the event a Final Modification is not approved.

8. The parties agree that this Consent Order in no way alters, amends, or invalidates any applicable bankruptcy remedies afforded to them.